



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**73272**  
**Amendment 4**

February 2, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SAN GABRIEL VALLEY  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
SUPERVISORIAL DISTRICTS 1 AND 5  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service continues to be more economically performed by an independent contractor than by County employees.
3. Approve amendment of Contract No. 73272 with Midori Gardens Landscape Services, for landscape maintenance services to enable this service to continue on a month-to-month basis for up to six months, starting March 6, 2006, while Public Works completes the solicitation process for a replacement contract.
4. Approve supplementing Contract No. 73272 by \$22,695, one-half the annual contract amount, for the six-month period.

5. Delegate authority to the Director of Public Works to expend up to an additional 15 percent of the above amount for unforeseen landscape maintenance services that may be required within the scope of work of the contract. Funds are available in Public Works' 2005-06 Road Fund budget.
6. Instruct the Mayor to execute this amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 6, 2001, Synopsis 51, your Board awarded Contract No. 73272 to Midori Gardens Landscape Services to provide landscape maintenance services at various medians located in Supervisorial Districts 1 and 5. On June 3, 2003, Agenda Item 65; February 10, 2004, Agenda Item 67; and May 11, 2004, Agenda Item 60; your Board approved amendments of the existing contract to provide landscaping services to add new medians and a Road Maintenance District 1 facility located within Supervisorial Districts 1 and 5.

The contract commenced on March 6, 2001, with an initial 2-year term and three 1-year renewal options. The existing contract is scheduled to expire on March 5, 2006.

The purpose of this action is to continue the existing median landscape maintenance service contract from March 6, 2006, up to an additional six months. Public Works has released the Request for Statement of Qualifications (RFSQ) for Landscape Maintenance Services on January 26, 2006. When a list of qualified vendors has been established, Public Works will solicit bids from all listed vendors for this contract.

### **Implementation of Strategic Plan Goals**

This recommended action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This amendment will allow us to continue to utilize the contractor's expertise to effectively provide these landscape maintenance services in a timely, responsive, and cost-effective manner as well as improve the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The requested amount of \$22,695 is prorated for the six-month period based on the existing annual contract amount. There is also a limit of up to 15 percent of this amount for additional unforeseen landscape maintenance services that may be required within

the Contract's scope of work. There will be no impact on net County costs. Funds are available in Public Works' 2005-2006 Road Fund budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Mayor executing this amendment, the contractor has executed this amendment and County Counsel has approved it as to form.

This amendment will continue the contract's existing terms, specifications, and conditions as well as add provisions to implement the County's assignment by contractor, debarment, and jury service policies. The billing rates will remain consistent with the existing contract rates. Therefore, the service provided under this extension will continue to be cost-effective.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the CEQA as specified in Class 1 (j) and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this amendment will allow the current contracted services to continue until a new contract is approved.

The Honorable Board of Supervisors  
February 2, 2006  
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**CONCLUSION**

Enclosed are three copies of amendments. Upon approval, please return the Contractor Execute and Department Conform to this office. The original Board Execute should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc. 3

cc: Chief Administrative Office  
County Counsel

AMENDMENT 4 TO CONTRACT NO. 73272  
SAN GABRIEL VALLEY  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Midori Gardens Landscape Services (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 73272 was entered into between the COUNTY and the CONTRACTOR on March 6, 2001, for San Gabriel Valley Landscape and Grounds Maintenance Services; and

WHEREAS, pursuant to Part I, Section 1.A of this Contract, the initial term is for two years with an option to renew in one year increments for a total Contract period not to exceed five years; and

WHEREAS, all of the Contract's renewal options have been exercised and the Contract is scheduled to expire on March 5, 2006; and

WHEREAS, Public Works desires that this service be extended on a month-to-month basis for up to six months under the Contract's existing terms and conditions and the CONTRACTOR wishes to provide the service; and

WHEREAS, the COUNTY has adopted a policy to implement the Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Chapter 2.202); and

WHEREAS, the COUNTY has adopted a policy to implement the Contractor Employee Jury Service Ordinance (Los Angeles County Code, Chapter 2.203).

WHEREAS, the COUNTY has adopted a policy on contractor mergers/acquisitions.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 73272 between them shall be amended as follows:

FIRST: Part I, Section 1.A, Work Required, of this Contract is hereby amended to authorize the COUNTY, in its sole discretion, to extend the expiration of the Contract on a month-to-month basis for up to six months, beginning March 6, 2006, subject to the following:

- Renewal of the Contract for one month shall be deemed to occur on the first day of each successive month, for a period of one month commencing on

March 6, 2006, up to the maximum period of six months, through and including September 5, 2006, unless the COUNTY provides written notice of nonrenewal by mail at least ten days before the first day of the successive one-month term. In no event shall the expiration of the Contract extend beyond September 5, 2006.

SECOND: The COUNTY may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in

writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

THIRD: This Contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the employees' regular pay the fees received for jury service.

For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the COUNTY. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If the CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the

CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during this Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

The CONTRACTOR'S violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate this Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

FOURTH: The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

FIFTH: All other terms, requirements, specifications, conditions, and unit prices of the original Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Michael D. Antonovich  
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

MIDORI GARDENS LANDSCAPE  
SERVICES

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name